

# **EXHIBIT 2**

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR LOS ANGELES COUNTY, SOUTHWEST JUDICIAL BRANCH**

12 AARON PATRICK, an individual,

13 as Plaintiff,

14 v.

15 NATIONAL FOOTBALL LEAGUE, a  
business entity; STADCO LA, LLC d/b/a  
16 SOFI STADIUM, a business entity;  
HOLLYWOOD PARK LAND COMPANY,  
17 LLC, a business entity; STOCKBRIDGE  
CAPITAL GROUP, LLC, a business entity;  
18 THE FLESHER GROUP, a business entity,  
KROENKE SPORTS & ENTERTAINMENT  
19 COMPANY, a business entity; CHARGERS  
FOOTBALL COMPANY, LLC d/b/a THE  
20 LOS ANGELES CHARGERS, a business  
entity; MOE "GREENHAT," an individual;  
21 ESPN, INC., a business entity; ROE MAT  
COMPANY, a business entity; and DOES  
22 1-40, inclusive,

23 as Defendants.

Case No.: 22TRCV01260

**PLAINTIFF'S FIRST AMENDED  
COMPLAINT FOR CIVIL DAMAGES**

**REQUEST FOR JURY TRIAL**

1. *Negligence*
2. *Premises Liability*

**[IMAGED FILE]**

Amount in Controversy Exceeds \$25,000.00  
(Unlimited Civil Case)

24  
25 **COMES NOW** plaintiff AARON PATRICK, who most respectfully alleges the following:

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## I.

GENERAL ALLEGATIONS

1. At all times mentioned herein, plaintiff AARON PATRICK, was, and still is, a resident of the State of Colorado, who lives in Lone Tree, Colorado. Plaintiff AARON PATRICK is a professional athlete, and specifically an Outside Linebacker and Special Teams “specialist” who plays for the DENVER BRONCOS which is a member of the NATIONAL FOOTBALL LEAGUE. On or about October 17, 2022, plaintiff AARON PATRICK was seriously injured following a punt return during a Monday Night Football (“MNF”) game between the DENVER BRONCOS and the LOS ANGELES CHARGERS, when plaintiff AARON PATRICK’s momentum carried him off the field and onto the sidelines where he attempted to avoid contact with the NFL’s TV Liaison (commonly referred to in media terms as a “Green Hat” and referred to herein throughout as named defendant party “MOE GREENHAT”) who was improperly situated at or near the 25-yd-line and for some odd reason ran directly into the path of plaintiff AARON PATRICK, outside the field of play, near the 20-yd-line. Despite attempting to avoid the collision with MOE GREENHAT, plaintiff AARON PATRICK collided with MOE GREENHAT and in doing so, stepped on one of three mats that had been placed beyond the field of play and outside of the sideline to cover electrical cords/cables leading to the NATIONAL FOOTBALL LEAGUE’s instant replay monitor. Upon stepping on one of the mats, plaintiff AARON PATRICK’s cleats became lodged in the mat and/or the cords/cables running underneath and caused plaintiff AARON PATRICK’s left knee to contort causing plaintiff AARON PATRICK to fall awkwardly. As a result of the awkward fall, plaintiff AARON PATRICK suffered severe injury, specifically a torn Anterior Cruciate Ligament (“ACL”).

2. Based upon the facts known to him at this time, and therefore based upon such information and belief, plaintiff AARON PATRICK herein sues defendant NATIONAL FOOTBALL LEAGUE (“NFL”). The NFL is an unincorporated trade association and for diversity purposes is a citizen of all franchise-holder domiciles, including Los Angeles, California. Upon information and belief, it is herein alleged that defendant NFL was responsible, in whole or in part, for causing, creating, or directing the set-up of the instant replay monitor and the cords/cables, and mats that were placed beyond and outside of the sideline as well as for directing, instructing, and

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1 controlling the improper and dangerous movement of its employee, MOE GREENHAT.

2       3. Based upon the facts known to him at this time, and therefore based upon such  
 3 information and belief, plaintiff AARON PATRICK herein sues defendant STADCO LA, LLC  
 4 d/b/a SOFI STADIUM (“SOFI STADIUM”) and alleges that SOFI STADIUM was the owner,  
 5 operator and/or controller of the football stadium located at 1001 Stadium Drive, Inglewood,  
 6 California 90301 (herein referred to as “the premises”) and was hosting the NFL’s MNF game on  
 7 October 17, 2022. Upon information and belief, SOFI STADIUM is a California Limited Liability  
 8 Company and is licensed to conduct business in the State of California. Upon further information  
 9 and belief, SOFI STADIUM holds-out its principal place of business as being in Columbia,  
 10 Missouri, and frequently performs work within/throughout Los Angeles County, California. Based  
 11 upon the factual basis known to him at this time, plaintiff AARON PATRICK herein alleges that  
 12 defendant SOFI STADIUM, was responsible for creating or allowing the existence of certain  
 13 dangerous conditions that existed upon its premises at the time of the subject incident and for which,  
 14 in part, caused the subject incident to occur.

15       4. Based upon the facts known to him at this time, and therefore based upon such  
 16 information and belief, plaintiff AARON PATRICK herein sues defendant HOLLYWOOD PARK  
 17 LAND COMPANY, LLC, and alleges that HOLLYWOOD PARK LAND COMPANY, LLC, is a  
 18 real-estate and land holding company that owns, operates, and conducts business throughout the  
 19 State of California (mainly Southern California), and is the owner, operator and/or controller of the  
 20 premises, where the subject known dangerous condition occurred. Based upon the factual basis  
 21 known to him at this time, plaintiff AARON PATRICK herein alleges that defendant  
 22 HOLLYWOOD PARK LAND COMPANY, LLC, was responsible for creating or allowing the  
 23 existence of certain dangerous conditions that existed upon its premises at the time of the subject  
 24 incident and for which, in part, caused the subject incident to occur.

25       5. Based upon the facts known to him at this time, and therefore based upon such  
 26 information and belief, plaintiff AARON PATRICK herein sues defendant STOCKBRIDGE  
 27 CAPITAL GROUP, LLC (“STOCKBRIDGE”), and alleges that STOCKBRIDGE was at the time  
 28 of the subject incident, and still is, the owner, operator, and/or controller of the premises where the

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1 subject incident occurred. Based upon the factual basis known to him at this time, plaintiff AARON  
 2 PATRICK herein alleges that defendant STOCKBRIDGE, as owner, operator, and/or controller of  
 3 the premises, was, in part, responsible for allowing the existence of known dangerous conditions to  
 4 exist upon the premises for which, in part, caused the subject incident to occur.

5 6. Based upon the facts known to him at this time, and therefore based upon such  
 6 information and belief, plaintiff AARON PATRICK herein sues defendant THE FLESHER  
 7 GROUP, and alleges that THE FLESHER GROUP was at the time of the subject incident, and still  
 8 is involved in the ownership, operation, and/or control of the premises where the subject incident  
 9 occurred. Based upon the factual basis known to him at this time, plaintiff AARON PATRICK  
 10 herein alleges that defendant THE FLESHER GROUP, as part owner, operator, and/or controller of  
 11 the premises, was, in part, responsible for allowing the existence of known dangerous conditions to  
 12 exist upon the premises for which, in part, caused the subject incident to occur.

13 7. Based upon the facts known to him at this time, and therefore based upon such  
 14 information and belief, plaintiff AARON PATRICK herein sues defendant the KROENKE  
 15 SPORTS & ENTERTAINMENT COMPANY ("KROENKE SPORTS") and alleges that  
 16 KROENKE SPORTS was at the time of the subject incident, and still is, the owner, operator, and/or  
 17 controller of the premises where the subject incident occurred. Based upon the factual basis known  
 18 to him at this time, plaintiff AARON PATRICK herein alleges that defendant KROENKE SPORTS,  
 19 as owner, operator, and/or controller of the premises, was, in part, responsible for allowing the  
 20 existence of known dangerous conditions to exist upon the premises for which, in part, caused the  
 21 subject incident to occur.

22 8. Based upon the facts known to him at this time, and therefore based upon such  
 23 information and belief, plaintiff AARON PATRICK herein sues defendant CHARGERS  
 24 FOOTBALL COMPANY, LLC d/b/a the LOS ANGELES CHARGERS ("the LOS ANGELES  
 25 CHARGERS") and alleges that the LOS ANGELES CHARGERS were at the time of the subject  
 26 incident, and still are, a professional American football team that is a member of the NFL and plays  
 27 its home games at the premises. At the time of the subject incident, the LOS ANGELES  
 28 CHARGERS were hosting the Denver Broncos for a NFL Monday Night Football game. As the

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1 host of the football game between the LOS ANGELES CHARGERS and the Denver Broncos, the  
 2 LOS ANGELES CHARGERS owed a duty to inspect the premises for dangerous conditions and/or  
 3 ensure the safety of the premises and/or warn of any known dangerous conditions at the premises  
 4 prior to the game. Upon information and belief, and as alleged more fully herein, the LOS  
 5 ANGELES CHARGERS were, in part, responsible for allowing the existence of known dangerous  
 6 conditions to exist upon the premises for which, in part, caused the subject incident to occur.

7 9. Based upon the facts known to him at this time, and therefore based upon such  
 8 information and belief, plaintiff AARON PATRICK herein sues defendant MOE "GREENHAT,"  
 9 and alleges that MOE GREENHAT was at the time of the subject incident an NFL employee and  
 10 was working for the NFL in the role of TV Liaison to coordinate and administer commercial breaks  
 11 with the broadcasting networks, radio broadcast, and NFL broadcasting. Upon information and  
 12 belief, MOE GREENHAT, was supposed to be situated on the sideline at the 20-yd-line (next to the  
 13 Network Liaison) behind the broken yellow line painted on the sideline, however, at the time of the  
 14 subject incident, MOE GREENHAT was at or near the 25-yd-line (and on the broken yellow line  
 15 painted on the sideline) and negligently ran directly into the path of plaintiff AARON PATRICK.  
 16 At all such times mention herein throughout, MOE GREENHAT was working in his course and  
 17 scope of employment with and for the NFL.

18 10. Based upon the facts known to him at this time, and therefore based upon such  
 19 information and belief, plaintiff AARON PATRICK herein sues defendant ESPN, INC. ("ESPN")  
 20 and alleges that ESPN was at the time of the subject incident the broadcasting company in charge  
 21 of television and radio production for the Monday Night football game between the LOS ANGELES  
 22 CHARGERS and the Denver Broncos on October 17, 2022, when the subject incident occurred.  
 23 Upon information and belief, ESPN was responsible for setting up the cords/cables and/or the mats  
 24 that were placed along the sideline to feed power to the instant replay monitor on behalf of the NFL,  
 25 and specifically to provide connection to the NFL's instant replay monitor, and that ESPN and the  
 26 NFL were each responsible, either in full or in part, for directing where the instant replay monitor  
 27 should be set up. In using the mats to cover the cords/cables, defendant ESPN was negligent in  
 28 creating a known dangerous condition to exist.



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11. Based upon the facts known to him at this time, and therefore based upon such information and belief, plaintiff AARON PATRICK herein sues defendant ROE MAT COMPANY and alleges that ROE MAT COMPANY manufactured and marketed its mats for the general use of covering surfaces to “protect” from “slip-and-fall” incidents just like that which occurred when defendants ESPN and the NFL used the mats to cover the cords/cables that led to the NFL’s instant replay monitor.

12. Defendants DOES 1-40, inclusive, are hereby sued herein by plaintiff AARON PATRICK under fictitious names. Upon information and belief, plaintiff AARON PATRICK alleges that each of these fictitiously named defendants are responsible in some manner for the occurrences herein alleged to have occurred, and that the plaintiff AARON PATRICK’s injuries and damages were proximately caused by these fictitiously named defendants. The true names and capacities of these defendants are, however, unknown to plaintiff AARON PATRICK at this time. When their true names and capacities are ascertained, plaintiff AARON PATRICK will amend this Civil Complaint by inserting their true names and capacities. Each reference in this Civil Complaint to “defendant,” “defendants,” or any specifically named defendant also refers to those defendants sued herein under fictitious names.

13. Upon information and belief, plaintiff AARON PATRICK alleges that defendants NFL, SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES CHARGERS, MOE GREENHAT, ESPN, INC., ROE MAT COMPANY, and/or DOES 1-40, inclusive, are each respectively responsible for creating and/or causing the dangerous conditions which resulted in plaintiff AARON PATRICK suffering certain serious injuries and damages and are all liable to plaintiff AARON PATRICK in some manner, either by act or omission, negligence, breach of statute, negligence per se, res-ipsa loquitor, or otherwise, for the occurrences herein alleged, and that his injuries, loss, and damages as alleged herein were legally caused by the conduct of each said defendant, including NFL, SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES CHARGERS, MOE “GREENHAT,” ESPN, INC., ROE MAT COMPANY, and/or DOES 1-40, inclusive.

14. Venue is proper in this jurisdiction in that the acts giving rise to this lawsuit occurred within this Court's jurisdictional limits, one or more of the defendant parties to this lawsuit reside within this Court's jurisdictional limits (Los Angeles, California), and the amount in controversy well exceeds an amount of \$25,000.00.

## II.

### **FACTS RELEVANT TO ALL CAUSES OF ACTION**

15. On October 17, 2022, plaintiff AARON PATRICK was playing special-teams for the Denver Broncos (a professional NFL team/club) during the NFL MNF game between the LOS ANGELES CHARGERS and the Denver Broncos (hereinafter referred to as "the game"). The game was held at SOFI STADIUM located at 1001 Stadium Drive, Inglewood, California 90301, which hosts the home games for the LOS ANGELES CHARGERS and Los Angeles Rams. During the overtime period of the game, plaintiff AARON PATRICK was playing special teams on a Denver Broncos punt and attempted to make a tackle on LOS ANGELES CHARGERS punt returner, DeAndre Carter, near the 21-yd-line. Immediately following the play, plaintiff AARON PATRICK's momentum carried him off the field of play and beyond the sidelines where, while attempting to avoid contact with MOE GREENHAT, who monitors television timeouts for the television and radio broadcasts of the game, plaintiff AARON PATRICK's left foot stepped onto the mats and/or cords/cables and fell awkwardly. Upon information and belief, the cords/cables that were being covered were leading to the NFL's instant replay sideline monitor.

16. Upon further information and belief, defendants NFL, ESPN, SOFI STADIUM, STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS and/or the LOS ANGELES CHARGERS placed three mats on the artificial turf field to cover the cords/cables, thereby creating an unsafe/dangerous condition on the premises. Moreover, upon information and belief, defendants NFL, ESPN, SOFI STADIUM, STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, and/or the LOS ANGELES CHARGERS had a duty to inspect the premises for dangerous conditions and/or ensure the field (including all items placed on the field, such as mats) was safe for use and not reasonably foreseen to cause a dangerous condition, before the commencement of the scheduled game, including by ESPN staff and NFL officials who were to conduct a "90 minute

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1 officiating meeting” to ensure that there were no dangerous conditions that could affect the safety  
2 of those on the side-lines.

3 17. As a result of stepping on the mat, plaintiff AARON PATRICK suffered a severe injury  
4 to his ACL, which he tore. Plaintiff AARON PATRICK’s injury is expected to keep him out for  
5 the remainder of the 2022-2023 NFL season. Plaintiff AARON PATRICK will be forced to endure  
6 surgical intervention to repair his ACL, as well as many months of physical therapies, training and  
7 other rehabilitation services. Furthermore, plaintiff AARON PATRICK’s injuries have caused  
8 significant pain and suffering, emotional distress, loss of income (over half of his salary) and  
9 continuing economic loss not ascertainable at this time, and that such physical personal injury will  
10 continue to cause plaintiff AARON PATRICK to suffer significant pain and suffering and emotional  
11 distress for the foreseeable future.

12 18. Unbeknownst to plaintiff AARON PATRICK, the premises at the SOFI STADIUM  
13 where the subject incident occurred had a known dangerous condition (mats on artificial turf to  
14 cover the electrical cords/cables on the sideline). Upon information and belief, this known  
15 dangerous condition was created by defendants NFL, ESPN, SOFI STADIUM, STOCKBRIDGE,  
16 THE FLESHER GROUP, KROENKE SPORTS and/or the LOS ANGELES CHARGERS.

17 19. As a direct result of the multiple negligent acts and omissions of defendants NFL, ESPN,  
18 SOFI STADIUM, STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS,  
19 CHARGERS, MOE GREENHAT, ROE MAT COMPANY and/or DOES 1-40 as pled herein  
20 throughout, plaintiff AARON PATRICK suffered severe injury to his body, severe pain, and a torn  
21 ACL injury that will require surgical intervention. The serious injuries, including the ACL injury  
22 to his left leg, have caused plaintiff AARON PATRICK to suffer physical pain and emotional  
23 distress which will continue for the foreseeable future and could affect plaintiff AARON  
24 PATRICK’s employment status in the foreseeable future. In addition, plaintiff AARON PATRICK  
25 will further lose benefits in an estimated amount of \$200,000-\$400,000. And due to the injury,  
26 plaintiff AARON PATRICK will lose \$370,000 in salary earnings. Moreover, the injury is expected  
27 to adversely affect plaintiff AARON PATRICK’s earning capacity and/or market value as a  
28 Restricted Free Agent at the conclusion of the 2023 football season. Such damages and amounts

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are not yet fully ascertained at this time, but according to proof at the time of trial and as provided for available under California law.

### III.

#### CAUSES OF ACTION

##### First Cause of Action

##### *Negligence*

(Plaintiff AARON PATRICK v. Defendants NFL, SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES CHARGERS, MOE GREENHAT, ESPN, INC., ROE MAT COMPANY, and DOES 1-40, inclusive)

20. Plaintiff AARON PATRICK hereby incorporates by reference each and every allegation set forth in Paragraphs 1-19 above, and all of them, as though fully set forth herein.

##### **A. Allegations of Negligence against Defendants SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES CHARGERS, and/or DOES 1-15**

21. Defendants SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES CHARGERS, and/or DOES 1-15 owed plaintiff AARON PATRICK and all other situated on the field and its sideline, a duty of reasonable care. Such duties of reasonable care extended to business invitees, coaches, trainers, equipment managers, media, photographers, referees, security personnel, cheerleaders, youth football fans, halftime performers, and fans designated to be on the field and its sidelines, and other members of the general public.

22. Defendants SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES CHARGERS, and/or DOES 1-15 breached the duty owed to plaintiff AARON PATRICK by one or more of the following negligent acts or omissions:

- a. Designing, constructing, and/or setting up the area outside of and adjacent to the playing field such that these areas were unsafe for business invitees and

1 the general public;

- 2 b. Knowingly running electrical cords/cables for the NFL's instant replay  
3 monitor from approximately the stands all the way across the sideline to near  
4 the out-of-bounds 20-yard line marker;
- 5 c. Knowingly placing three mats over the electrical cords/cables outside of the  
6 sidelines;
- 7 d. Failing to inspect the sideline areas and other areas beyond the field of play  
8 for dangerous conditions prior to commencing the game;
- 9 e. Failing to provide any warnings of the unsafe condition (i.e., the cords/cables  
10 and/or mats on the sidelines) prior to commencing the game;
- 11 f. Failing to train defendant MOE "GREENHAT" on where he was supposed  
12 to be located beyond the field of play on the sidelines;
- 13 g. Failing to ensure that defendant MOE "GREENHAT" was correctly  
14 positioned on the sidelines during the course of the game;
- 15 h. Failing to ensure safe conditions to all members of the public;
- 16 i. Failing to correct any known dangerous conditions prior to the  
17 commencement of the October 17, 2022, game between the LOS ANGELES  
18 CHARGERS and the Denver Broncos; and
- 19 k. Such further acts as will be revealed during discovery.

20 23. The breaches of the duties of care owed by defendants SOFI STADIUM,  
21 HOLLYWOOD PARK LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP,  
22 KROENKE SPORTS, the LOS ANGELES CHARGERS, and/or DOES 1-15 inclusive, as set forth  
23 above, both proximately and legally caused the subject incident to occur which, as a result, caused  
24 plaintiff AARON PATRICK to suffer serious injuries including, but not limited to, a tear of his  
25 ACL that will keep him out for the remainder of the 2022-2023 NFL season at minimum.

26 24. The breaches of the duties of care owed by defendants SOFI STADIUM,  
27 HOLLYWOOD PARK LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP,  
28 KROENKE SPORTS, the LOS ANGELES CHARGERS, and/or DOES 1-15, as set forth above,

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were the proximate, legal, and actual cause of plaintiff AARON PATRICK suffering severe physical injuries, emotional injury, economic injury, and other resultant damages and, as a direct and proximate result of the negligent acts and omissions of defendants SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES CHARGERS, and/or DOES 1-15 inclusive, plaintiff AARON PATRICK did so specifically sustain extensive general, economic, non-economic, damages, special, and other legal damages available under California law, all in amounts not yet fully ascertained at this time, but according to proof at the time of trial.

**B. Allegations of Negligence Against Defendant ESPN and/or DOES 16-20**

25. Defendants ESPN and/or DOES 16-20 owed plaintiff AARON PATRICK and all other situated outside of and adjacent to the field and its sideline, a duty of reasonable care. Such duties of reasonable care extended to those designated to be on the field and its sidelines.

26. Defendants ESPN and/or DOES 16-20 breached the above referenced duty owed to plaintiff AARON PATRICK by one or more of the following negligent acts or omissions:

- a. Knowingly running electrical cords/cables across the sideline and/or knowingly placing three mats atop the electrical cords/cables on the sidelines to cover the cords/cables;
- b. Creating a known dangerous condition on the sidelines during the October 17, 2022, NFL game between the LOS ANGELES CHARGERS and the Denver Broncos;
- c. Failing to reasonably conduct a "90 minute meeting" prior to gametime where obvious hazards such as electrical cords/cables running to the league's instant replay monitor would be noticed and corrected;
- d. Failing to ensure safe conditions to the general public;
- e. Failing to provide warnings of the known dangerous condition (i.e., electrical cords/cables and/or mats); and
- f. Such further acts as will be revealed during discovery.

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27. The breaches of the duties of care owed by defendants ESPN and/or DOES 16-20, as set forth above, both proximately and legally caused the subject incident to occur which, as a result, caused plaintiff AARON PATRICK to suffer serious injuries including, but not limited to, a tear of his ACL that will keep him out for the remainder of the 2022-2023 NFL season at minimum.

28. The breaches of the duties of care owed by defendants ESPN and/or DOES 16-20, as set forth above, were the proximate, legal, and actual cause of plaintiff AARON PATRICK to suffer severe physical injuries, emotional injury, economic injury, and other resultant damages and, as a direct and proximate result of the negligent acts and omissions of defendants ESPN and/or DOES 16-20 inclusive, plaintiff AARON PATRICK did so specifically sustain extensive general, economic, non-economic damages, special, and other legal damages available under California law, all in amounts not yet fully ascertained at this time, but according to proof at the time of trial.

**C. Allegations of Negligence Against Defendants NFL, MOE GREENHAT, and DOES 21-25**

29. Defendants NFL, MOE GREENHAT, and/or DOES 21-25 owed plaintiff AARON PATRICK and all other situated on the field and its sideline, a duty of reasonable care. Such duties of reasonable care extended to all personnel designated to be near the field of play.

30. Defendants NFL, MOE GREENHAT, and/or DOES 21-25 breached the duty owed to plaintiff AARON PATRICK by one or more of the following negligent acts or omissions:

- a. Designing, constructing, and/or setting up the areas adjacent to and outside of the playing field such that the sidelines were unsafe;
- b. Knowingly running electrical cords/cables for the NFL's instant replay monitor from approximately the stands all the way across the sideline to near the out-of-bounds 20-yard line marker;
- c. Knowingly placing three mats over the electrical cords/cables on the sidelines;

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- d. Failing to inspect the area outside of and adjacent to the field of play, including sideline areas, for dangerous conditions prior to commencing the game;
- e. Failing to provide any warnings of the unsafe condition (i.e., the cords/cables and/or mats on the sidelines) prior to commencing the game;
- f. Failing to train MOE "GREENHAT" on where he was supposed to be located on the sidelines;
- g. Failing to ensure that defendant MOE "GREENHAT" was correctly positioned on the sidelines during the course of the game;
- h. Negligently running directly into the play of plaintiff AARON PATRICK as he attempted to make a tackle;
- i. Failing to ensure safety to the general public;
- j. Failing to reasonably conduct a "90 minute meeting" prior to gametime with the officiating crew where obvious hazards such as electrical cords/cables running to the league's instant replay monitor would be noticed and corrected;
- k. Failing to correct any known dangerous conditions prior to the commencement of the October 17, 2022, game between the LOS ANGELES CHARGERS and the Denver Broncos; and
- l. Such further acts as will be revealed during discovery.

31. The breaches of the duties of care owed by defendants NFL, MOE GREENHAT, and/or DOES 21-25 inclusive, as set forth above, both proximately and legally caused the subject incident to occur which, as a result, caused plaintiff AARON PATRICK to suffer serious injuries including, but not limited to, a tear of his ACL that will keep him out for the remainder of the 2022-2023 NFL season at minimum.

32. The breaches of the duties of care owed by defendants NFL, MOE GREENHAT, and/or DOES 21-25, as set forth above, were the proximate, legal, and actual cause of plaintiff AARON PATRICK suffering severe physical injuries, emotional injury, economic injury, and other resultant damages and, as a direct and proximate result of the negligent acts and omissions of defendants



1 NFL, MOE GREENHAT, and/or DOES 21-25 inclusive, plaintiff AARON PATRICK did so  
 2 specifically sustain extensive general, economic, non-economic, special and other legal damages  
 3 available under California law, all in amounts not yet fully ascertained at this time, but according to  
 4 proof at the time of trial.

5 **D. Allegations of Negligence Against Defendant ROE MAT COMPANY, and/or**  
 6 **DOES 26-30**

7 33. Defendants ROE MAT COMPANY and/or DOES 26-30 breached the above referenced  
 8 duty owed to plaintiff AARON PATRICK by one or more of the following negligent acts or  
 9 omissions:

- 10 a. Marketing and selling mats for purposes that place the health and safety of
- 11 those that use the mats at risk to those who come into contact with the mats;
- 12 b. Failing to warn purchasers and users of the mats of the known dangerous
- 13 risks (i.e., placing objects underneath the mats, such as cables/cords/wires on
- 14 the sidelines); and
- 15 c. Such further acts as will be revealed during discovery.

16 34. The breaches of the duties of care owed by defendants ROE MAT COMPANY and/or  
 17 DOES 26-30, as set forth above, both proximately and legally caused the subject incident to occur  
 18 which, as a result, caused plaintiff AARON PATRICK to suffer serious injuries including, but not  
 19 limited to, a tear of his ACL that will keep him out for the remainder of the 2022-2023 NFL season  
 20 at minimum.

21 35. The breaches of the duties of care owed by defendants ROE MAT COMPANY and/or  
 22 DOES 26-30, as set forth above, were the proximate, legal, and actual cause of plaintiff AARON  
 23 PATRICK to suffer severe physical injuries, emotional injury, economic injury, and other resultant  
 24 damages and, as a direct and proximate result of the negligent acts and omissions of defendants  
 25 ROE MAT COMPANY and/or DOES 26-30 inclusive, plaintiff AARON PATRICK did so  
 26 specifically sustain extensive general, economic, special, and other legal damages available under  
 27 California law, all in amounts not yet fully ascertained at this time, but according to proof at the  
 28 time of trial.

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**Second Cause of Action**

***Premises Liability***

**(Plaintiff AARON PATRICK v. Defendants SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES CHARGERS, and DOES 31-40, inclusive)**

36. Plaintiff AARON PATRICK hereby incorporates by reference each and every allegation set forth in Paragraphs 1-35 above, and all of them, as though fully set forth herein.

37. On October 17, 2022, as described above, AARON PATRICK was an invitee of defendants SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES CHARGERS and/or DOES 31-40, inclusive.

38. Defendants SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES CHARGERS and/or DOES 31-40, inclusive, were the owners, operators, managers, and/or controllers of the premises, including the playing field and surrounding surfaces.

39. Defendants SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES CHARGERS and/or DOES 31-40, inclusive, owed a duty to the general public and specifically those invited on the field to remove or warn of dangerous conditions in the premises and to maintain the premises, including the playing surface and surrounding areas, in a reasonably safe condition.

40. In violation of their duties, defendants SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES CHARGERS and/or DOES 31-40, inclusive, negligently permitted and maintained a dangerous condition to exist, creating an unreasonable risk of injury to those invited to the field and its surrounding surfaces, including plaintiff AARON PATRICK. Specifically, the sideline/out-of-bounds area had electrical cords/cables running on top of the artificial turf from approximately the sideline wall all the way to the out-of-bounds 20-yard line marker. Upon information and belief, these electrical cords/cables were being used for purposes of supplying power to the NFL's sideline

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1 replay monitor and were not reasonably safe in the condition in which they were set-up generally,  
 2 and furthermore in that the electrical cords/cables were covered by three mats which created a  
 3 dangerous condition given the location of where the mats were placed, the type of mats that were  
 4 used (i.e., the fabric being different from the artificial turf), and the abrupt change in artificial turf  
 5 to "raised" mats covering the electrical cords/cables.

6 41. Defendants SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC,  
 7 STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES  
 8 CHARGERS and/or DOES 31-40, inclusive, knew or by using ordinary care could have known of  
 9 the dangerous condition, and knew or should have known that they involved an unreasonable risk  
 10 of harm to invitees such as plaintiff AARON PATRICK.

11 42. Defendants SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC,  
 12 STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES  
 13 CHARGERS and/or DOES 31-40, inclusive, knew or by using ordinary care should have known  
 14 that invitees such as plaintiff AARON PATRICK would not discover or realize the danger.

15 43. Defendants SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC,  
 16 STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES  
 17 CHARGERS and/or DOES 31-40, inclusive, failed to use ordinary care to remove or warn of the  
 18 dangerous condition, or to protect invitees, including plaintiff AARON PATRICK, against the  
 19 danger.

20 44. As described above, plaintiff AARON PATRICK stepped on one of the mats covering  
 21 the electrical cords/cables on the sideline and immediately fell, injuring his knee.

22 45. The dangerous condition was not known or obvious to plaintiff AARON PATRICK.

23 46. The breaches of duties of care by defendants SOFI STADIUM, HOLLYWOOD PARK  
 24 LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the  
 25 LOS ANGELES CHARGERS and/or DOES 31-40, inclusive, as set forth above created a dangerous  
 26 condition upon the premises and, as a result, proximately and legally caused and/or contributed to  
 27 the occurrence of the subject incident which, in turn, caused plaintiff AARON PATRICK to suffer  
 28 serious physical injuries including, but not limited to, a torn ACL injury that will require surgical

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1 intervention and keep him out of the remainder of the 2022-2023 NFL season at minimum.

2 47. The breaches of the duties of care owed by defendants SOFI STADIUM,  
 3 HOLLYWOOD PARK LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP,  
 4 KROENKE SPORTS, and the LOS ANGELES CHARGERS and/or DOES 31-40, inclusive, as set  
 5 forth above and creation of dangerous condition(s) upon the premises were the proximate, legal, and  
 6 actual cause of plaintiff AARON PATRICK's suffering serious physical injuries, including a torn  
 7 ACL injury, emotional injury, economic injury, and other resultant damages. As a direct and  
 8 proximate result of the dangerous condition(s) of the premises, plaintiff AARON PATRICK did so  
 9 specifically sustain extensive general damages, economic damages, non-economic, special and  
 10 other legal damages available under California law as a result of the subject incident, all in  
 11 amounts not yet fully ascertained at this time, but according to proof at the time of trial.

12 **WHEREFORE** plaintiff AARON PATRICK prays that after due proceedings, Judgment be  
 13 rendered in his favor against defendants NFL, SOFI STADIUM, HOLLYWOOD PARK LAND  
 14 COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS  
 15 ANGELES CHARGERS, MOE GREENHAT, ESPN, INC., ROE MAT COMPANY, and/or DOES  
 16 1-40, and all of them, as follows:

17 1. For all past, present, and future economic damages available under California law  
 18 including, but not limited to, medical expenses, damages based upon loss of earnings/earnings  
 19 capacity, and other special economic damages, all in amounts according to proof at time of trial;

20 2. For all past, present, and future general non-economic damages available under California  
 21 law, including but not limited to pain and suffering damages, all in amounts according to proof at  
 22 the time of trial;

23 3. For all costs of suit incurred herein;

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1 4. For pre-judgment interest at the allowed by law and in accordance with the provisions of  
2 *California Civil Code §3291*; and

3 5. For any such other further relief that the Court may deem just and proper.

4 Respectfully submitted,

5 DATED: January 3, 2023

BERMAN & RIEDEL, LLP

By: 

William M. Berman, Esquire

Harlan J. Zaback, Esquire

C. Oliver Barwald, Esquire

Attorneys for Plaintiff AARON PATRICK

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**DEMAND FOR JURY TRIAL**

Plaintiff AARON PATRICK hereby requests a jury trial of all claims so triable.

DATED: January 3, 2023

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